

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.discoveringmontana.com/doa/gsd>

T.C. #: A63307
DELL MARKETING L.P.
WESTERN STATES CONTRACTING ALLIANCE
Title: COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES
This is a non-exclusive contract.

| | | | | |
|----------------|--|-----------------|-----------------|---|
| CONTRACT TERM | FROM | January 1, 2005 | CONTRACT STATUS | NEW (X) |
| | TO | August 31, 2007 | | RENEW () |
| VENDOR ADDRESS | Dell Marketing L.P. One Dell Way, Box 8707 Round Rock, TX 78682 | | ORDER ADDRESS | http://www.dell.com/naspowsca |
| ATTN: | Mark Oberhauser | | ATTN: | |
| PHONE: | Phone: (512) 723-7579 | | PHONE: | |
| FAX: | Fax: (512) 283-9092 | | FAX: | |
| E-MAIL: | E-mail: Mark_Oberhauser@Dell.com | | E-MAIL: | |

PRICES: Per Section 14 of the Master Price Agreement

DELIVERY: 20 Business days after receipt of order

F.O.B.: Destination

TERMS: Net 30 days

REMARKS:

Current pricing is available at <http://www1.us.dell.com/content/default.aspx?c=us&cs=RC983951&l=en&s=slg>

This contract is NOT for the purchase of major hardware purchases. Individual units cost cannot exceed \$50,000 each.

IFB/RFP No.: Brad Sanders, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

This document represents an overview of the Western States Contracting Alliance Computer Equipment, Software, Peripherals and Related Services contract. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of a cooperative procurement conducted by the State of Minnesota on behalf of WSCA.

1.1 PURPOSE

The purpose of this contract is to provide state agencies, and all registered cooperative-purchasing organizations (herein after referred to as agencies), with an expedited means of obtaining Computer Equipment, Software, Peripherals and Related Services, as specified in the attached participating addendum.

1.2 NON-EXCLUSIVE CONTRACT

This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement and applicable state standards and policies. Agencies may not purchase from this contract where there exists an exclusive contract for any of these products or services. Laser printers specified in band #3, are not available to any state agency, with the exception of the Montana University System and all registered cooperative-purchasing organizations, due to an existing exclusive contract.

2.0 LIAISON

The primary Contractor contact for this participating addendum is as follows:

Mark Oberhauser
Dell Public Contracts Manager
One Dell Way, Box 8707
Round Rock, TX 78682
Phone: (512) 723-7579
Fax: (512) 283-9092
E-mail: Mark_Oberhauser@Dell.com

State Liaison:

Brett Boutin
State of Montana, Information Technology Services Division, Procurement Services Bureau
118 N. Roberts Street, Annex Building
Helena, MT 59620-0113
Phone: (406) 444-0515
Fax: (406) 444-4644
E-mail: bboutin@mt.gov

All Cooperative Purchasing requests should be directed to:

Brad Sanders
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone: (406) 444-1459
Fax: (406) 444-2529
E-mail: bsanders@mt.gov

3.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (A63307); identify all items desired, the purchase order date, the desired delivery date, shipping locations, and prices.

4.0 TERM OF CONTRACT

The contract is effective from January 1, 2005 through August 31, 2007. This contract may be mutually extended for two additional one-year periods.

5.0 PRICING

For current pricing, please see the following website:
<http://www1.us.dell.com/content/default.aspx?c=us&cs=RC983951&l=en&s=slg>

6.0 CONTRACT

The entire contract can be found at the following website
<http://www.mmd.admin.state.mn.us/wsca/PDF/A63307%20dell%20contract%20aug04.PDF>

PARTICIPATING ADDENDUM

**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES
MASTER PRICE AGREEMENT
DELL MARKETING L.P.
CONTRACT NUMBER: A63307**

STATE OF MONTANA

1. SCOPE

All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement. Allowable products are defined in Section 14 of the Master Price Agreement as band 1, 2, 3, 4, and 5, allowable services, as defined below, and LAN equipment and related software as defined below.

Entities are subject to all applicable state standards, policies, and procurement law before any purchase from this contract. This includes the IT Procurement Act. Entities may not purchase from this contract where there exists an exclusive contract for any of these products or services.

2. CHANGES

Since the Master Price Agreement definition for services includes some items for which the State has an existing policy/standard, such as Disaster Recovery, the definition is hereby changed as follows:

“Services” are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. *General consulting and all forms of application development and programming services are excluded.* The Contractor(s) shall provide the warranty service for equipment on the Master Price Agreement as well as a Take back Program.

Other Changes:

Section 58, add the following: Compliance with State Plans. The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency’s Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Section 20, add the following: Access and Retention of Records. Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

Section 32, delete and replace with the following: Venue. This Participating Addendum shall be governed by the laws of the State of Montana. Venue for any action will be in the First District Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

Section 59, add the following: Compliance with Workers' Compensation Act. The Contractor is required to supply the State of Montana, State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

Section 60, add the following: Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

Section 61, add the following: Termination for Convenience. Upon thirty (30) calendar days written notice, the State may terminate this Participating Addendum and/or any active projects in whole or in part. Contractor shall be entitled to sums due as compensation for accepted deliverables provided in conformance with the contract. In the event the contract is terminated for the convenience of the State the agency will pay for all accepted work performed and accepted deliverables completed in conformance with the contract up to the date of termination.

3. PRIMARY CONTACT

The primary participating entity contact for all issues except cooperative purchasing is as follows:

Brett Boutin
State of Montana, Information Technology Services Division, Procurement Services Bureau
118 N. Roberts Street, Annex Building
Helena, MT 59620-0113
Phone: (406) 444-0515
Fax: (406) 444-4644
E-mail: bboutin@mt.gov

All cooperative-purchasing requests should be directed to:

Brad Sanders
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
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Phone: (406) 444-1459
Fax: (406) 444-2529
E-mail: bsanders@mt.gov

The primary Contractor contact for this participating addendum is as follows:

Mark Oberhauser
Dell Public Contracts Manager
One Dell Way, Box 8707
Round Rock, TX 78682
Phone: (512) 723-7579
Fax: (512) 283-9092
E-mail: Mark.Oberhauser@Dell.com

4. SERVICING SUBCONTRACTORS

All orders and payment will be issued directly to Dell Marketing L.P.

The Master Price Agreement Number A63307 MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below. Signatures as required by State Statutes, Rules or Policies.

State of Montana

Dell Marketing L.P.

By: _____

By: _____

Name: Marvin Eicholtz

Name: Mark Oberhauser

Title: Administrator, General Services Division

Title: Public Contracts Manager

Date: _____

Date: _____

Jeff Brandt, Acting CIO Date
State of Montana

Approved as to Legal Content:

Dal Smilie, Chief Legal Counsel Date
Department of Administration